

EMPLOYMENT CONTRACT  
BETWEEN  
STONINGTON BOARD OF EDUCATION  
AND  
DIRECTOR OF SPECIAL SERVICES

It is hereby agreed by and between the Board of Education of the Town of Stonington (hereinafter called the "Board") and Allison Van Etten (hereinafter called the "Director of Special Services") that the said Board does hereby employ Allison Van Etten as the Director of Special Services for the Stonington Public Schools.

1. DUTIES

The Director of Special Services shall perform all duties and assignments specified in the job description attached hereto.

2. TERM

The term of said employment is for three (3) years, July 1, 2017 to June 30, 2020. The Director of Special Services and the Board agree they shall adhere to the following procedures to extend the Director of Special Services employment:

- A. Prior to the end of each year of this agreement, the Board, at the request of the Director of Special Services and recommendation by the Superintendent may vote for a new three-year agreement. (extend this contract by one year as a rolling contract)

3. COMPENSATION

Beginning July 1, 2017, the annual salary of the Director of Special Services shall be comprised \$142,465.

The salary for subsequent years shall be negotiated annually. Any adjustment in salary made during the life of this contract shall be in the form of an amendment and shall become part of this contract. It is provided, however, that by so doing it shall not be considered that the Board has entered into a new contract with the Director of Special Services. Under no circumstances shall the salary for subsequent years be less than the salary for the prior year.

4. EVALUATION

The Director of Special Services shall be evaluated by the Superintendent of Schools in accordance with Section 51 of the Connecticut Public Act 12-116 and specific procedures established by the Board.

## 5. TERMINATION

- A. The parties may, by mutual consent, terminate the contract of employment at any time.
- B. The Director of Special Services shall be entitled to terminate the contract upon written notice of ninety days, except that the ninety-day notice is not required if termination is part of an action to implement a new contract in which case verbal notice by the Director of Special Services, duly witnessed and recorded in the minutes is acceptable.
- C. The Board may terminate the contract of employment during its term for one or more of the following reasons:
  - 1.) Inefficiency or incompetence;
  - 2.) insubordination against reasonable rules of the Board;
  - 3.) moral misconduct;
  - 4.) disability that prevents the performance of all duties and assignments specified in the job description attached hereto as shown by competent medical evidence;
  - 5.) other due and sufficient cause.

In the event the Board seeks to terminate the contract for one of the above reasons, it shall serve on the Director of Special Services written notice that termination of his/her contract is under consideration. Such notice shall be accompanied by a written statement of reasons. Within 15 days after receipt from the Board of written notice that contract termination is under consideration, the Director of Special Services may file with the Board a written request for a hearing before the Board which shall be held within 20 days after receipt of such request. The Board shall render its decision within fifteen (15) days of such hearing and shall be based on the evidence presented at the hearing.

Such hearing shall be in executive or public session at the option of the Director of Special Services. The Director of Special Services shall have the right to his/her own counsel, at his/her own expense.

Any time limits established herein may be waived by mutual agreement of the parties.

- D. If the Director of Special Services is terminated on account of disability as shown by competent medical evidence, the Board shall pay the accumulated sick leave and insurance benefits provided in his/her agreement.

## 6. FRINGE BENEFITS AND WORKING CONDITIONS

The parties hereto agree as follows:

- A. The Director of Special Services may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations provided such activities do not interfere with the meeting of his/her responsibilities as Director of Special Services.
- B. The Board encourages the Director of Special Services to continue his/her professional development and expects him/her to participate in relevant learning experiences. Subject to budgeted appropriations, the Director of Special Services may attend professional meetings at the local, state, and national level, the expenses to be paid by the Board.
- C. The Board of Education agrees to reimburse the Director of Special Services up to six hours (three hours per semester for a total of two semesters per year ) for graduate level courses at an accredited program when evidence of the following is presented.
  - Receiving a grade of B or better in said course(s)
  - Completing the course(s) within the contractual limits of employment
- D. The Board shall provide the Director of Special Services with 25 annual leave days, exclusive of legal holidays, beginning July 1<sup>st</sup> of each year. Unused annual leave days may accumulate to a total of 25 (twenty-five) days. No more than 25 (twenty-five) days may be accumulated after December 31. In the event the Director of Special Services departs the position for any reason, no accumulation may occur after June 30 in the school year of departure.

12 month Administrators are granted the following designated holidays:

Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day and following Friday  
Christmas Day  
New Year's Day  
Martin Luther King Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day

In the event that school is in session on any one of the above days, it will be considered a workday for all administrators. December 24 and December 31 shall be work days only when included in either the student calendar or teacher work year.

- E. Upon separation from service with the Board of Education, the Director of Special Services will be paid unused vacation days up to a maximum of 30 days.

### Fringe Benefits

The Board agrees to pay eighty-four percent (84%) of individual, husband and wife or family plan coverage for the Director of Special Services, with the exception of life insurance and Item F as noted.

Participating members shall pay the remaining premiums through payroll deductions.

This coverage is as follows:

- A. The Board shall provide coverage through the Anthem High Deductible Plan as more particularly set out in Appendix A.
- B. Life Insurance - 2 times annual salary (Board pays 100%)
- C. Dental - Full Service Dental Plan for Dental Care.  
(Comparable to BC/BS with Rider A and B)
- D. Disability Income Protection (Co-pay 70% Board/30% Director of Special Services)
- E. The Director of Special Services may elect to waive all health insurance benefits and, in lieu thereof, be remunerated in the amount of forty percent (40%) of the applicable C.O.B.R.A rate or premium as appropriate. Such remuneration shall be paid twice per year, on or about December 1 and June 1. Director of Special Services chooses this option shall be able to change their option on July 1, for any reason, and no more than one time during each year, if there has been a significant change in the Director of Special Services circumstances, such a divorce, death of a spouse, etc., which warrants such change in option. Such request for change must be presented, in writing, to the Superintendent at least sixty (60) days prior to the beginning of the month in which the change is to take effect. Upon receipt of the revocation of waiver, coverage by the insurer shall be subject to any regulations, which may include waiting periods and proof of insurability, which may then be in effect. Waivers under this section are subject to the approval of the applicable insurance carrier.
- F. Professional employees shall be allowed to deposit into a special flexible benefits account under Section 125 of the Internal Revenue Code, for the purpose of defraying additional medical costs that may be incurred by administrators and/or their families. These monies may be expended for medical care and/or dependent care under Section 129 of the Internal Revenue Code. Employees may also contribute voluntarily additional dollars to their account under the 125, 129, and 105(H) sections of the Internal Revenue Code. Cost of the administration of the plan shall be borne by the Board. The Board shall, for professional employees who are .5 F.T.E. or greater, match employee contributions up to a cap of \$300 per such employee per year.

- G. Monthly stipend of \$200 per month for travel within district.
- H. The Board agrees to reimburse the Director of Special Services for the use of him/her vehicle outside the district on school business at the IRS allowable rate.

#### Illness/Sick Leave

- A. Each 12-month professional employee certified by the State Board of Education and employed by the Board of Education of the Town of Stonington shall be entitled to a minimum of twenty (20) days of sick leave annually with full pay. Unused sick leave may be accumulated up to, but not in excess of, two hundred (200) days.
- B. For absence due to illness certified by the Superintendent of Schools beyond the available sick leave, employees, subject to the approval of the Board, or its designee, shall be paid the difference between their regular salary and the cost incurred in connection with obtaining a substitute to assume their responsibilities.
- C. When a member has to be absent because of illness of a member of the immediate family, such absence will be deducted from such leave. This will be a maximum of eight (8) days in any academic year and will be noncumulative from one year to another. The Superintendent shall have the right to request a doctor's certificate to ascertain the validity of the actual illness. Immediate family shall be defined as: spouse, mother, father, children, brothers, sisters, mother-in-law, father-in-law, grandmother, grandfather or anyone domiciled in the home for whom you provide primary care (as defined by the IRS Code Section 152 concerning dependent persons).

#### Other Leaves

- A. Bereavement
  - 1. The Director of Special Services will be allowed up to five days per case with full pay for absence due to the death of a member of the immediate family.
  - 2. Immediate family shall be defined as: spouse, mother, father, children, brothers, sisters, mother-in-law, father-in-law, grandmother, grandfather, brothers-in-law, sisters-in-law, legal guardian or anyone domiciled in the home for whom you provide primary care (as defined by the IRS Code Section 152 concerning dependent persons).

B. Religious Holidays

1. Members whose religious holidays fall on ordinary school days shall be entitled to receive full pay for any such day of absence due to religious reasons without having such absence charged against their sick leave or any other leave provided for in the Article. The member involved must give reasonable advance notice of his/her intended absence, and the reason therefore, to the Superintendent.

C. Military Leave

1. Military leave shall be provided to eligible employees in accordance with state and federal law.

D. Jury Leave

1. Any member who is absent from his/her work by reason of serving on a jury shall, during such absence, receive a rate of pay equal to the difference between his/her ordinary salary and the jury fee, or as otherwise required by law, whichever is greater, provided that no such payment shall be made unless the Superintendent of Schools is notified immediately upon receipt of notice by the member of the jury duty assignment.
2. No such absence shall be deducted from sick leave or from any other personal days provided for in this Article.

E. Maternity Leave

1. The Board agrees to grant maternity leave in accordance with State Statute and guidelines.
2. The Board shall grant a leave of absence of up to three days per year with full pay for the Director of Special Services assistance at the birth or adoption of their child.

F. Professional Days

1. An unspecified number of days with full pay may be granted annually for the purpose of visiting days, institute, organization meetings, conferences or presentations at the discretion of the Superintendent of Schools.

## Retirement Options

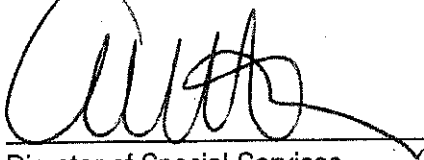
### A. Retirement Option

The Director of Special Services who leaves the employ of the Board and is entitled to payment of the benefits under the State Teachers' Retirement Act shall be eligible to individually purchased policies provided to active Association members under the conditions as established by the insurance carrier or State or Federal Regulations.

### 7. GENERAL PROVISIONS

1. If any part of this agreement is invalid, it shall not affect the remainder of said agreement, but said remainder shall be binding and effective against all parties.
2. This contract contains the entire agreement between the parties. It may not be amended orally, but may be amended only by an agreement in writing signed by both parties. Commencing upon signing, it supersedes all prior agreements between the parties.

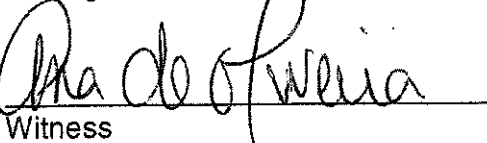
IN WITNESS WHEREOF, the undersigned have executed this contract the day year aforesaid.

  
\_\_\_\_\_  
Director of Special Services

7/31/17  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Stonington Board of Education

7/26/17  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Witness

7/31/17  
\_\_\_\_\_  
Date

## APPENDIX A

### Stonington BOE Administrators – Medical Plan Effective July 1, 2016

Effective July 1, 2016 the Board will provide a High Deductible Health Plan (HDHP) to full-time employees that elect to participate. The program shall be offered on a contract year basis (July 1<sup>st</sup> to June 30<sup>th</sup>) with open enrollment to be available in June.

The HDHP shall have a \$2,000.00 single and \$4,000.00 two-person/family deductible for in network services.

Once the deductible is met there shall be no coinsurance in network for covered services, except for prescriptions. Upon satisfaction of the HDHP deductible, prescriptions subject to a managed three tier drug rider with co-pays of \$5.00 Generic/\$25.00 Brand Name/\$40.00 Non Formulary Brand Name co-pay (unlimited maximum) (2x retail co-payment for 90-day supply).

- Bariatric bypass surgery (covered);
- Infertility (covered);
- High-cost diagnostics: 0% after deductible (in-network). Prior authorization required.

Out of pocket maximum: in network \$3,500.00 for the individual and \$7,000.00 for the family.

Out of network medical services will be subject to a 70% plan/30% member coinsurance.

Out of pocket maximum: out of network \$5,000.00 for the individual and \$10,000.00 for the family.

Enrollees in the HDHP shall have a Health Savings Account (HSA) to defray deductible expenses.

- For the July 1, 2016 through June 30, 2017 contract year, the Board will contribute fifty percent (50%) of the applicable deductible amount into the employee's established Health Savings Account ("HSA").

For the July 1, 2016 through June 30, 2017 contract year, the Board's contribution toward the deductible will be deposited into the HSA accounts on or about July 1, 2016.

- For the July 1, 2017 through June 30, 2018 contract year, the Board will contribute forty-five percent (45%) of the applicable deductible amount into the employee's established Health Savings Account ("HSA").

For the July 1, 2017 through June 30, 2018 contract year, the Board's contribution toward the deductible will be deposited into the HSA accounts on or about July 1, 2017.

- For the July 1, 2018 through June 30, 2019 contract year, the Board will contribute forty percent (40%) of the applicable deductible amount into the employee's established Health Savings Account ("HSA").

For the July 1, 2018 through June 30, 2019 contract year, the Board's contribution toward the deductible will be deposited into the HSA accounts on or about July 1, 2018.

The employee's contribution toward the deductible shall either be, at the employee's option, via payroll deduction or contributed directly by the employee in his/her HSA bank account.

A HSA is not health insurance, it is a bank account. The parties acknowledge that the Board's contribution toward funding the deductible is not an element of the underlying plan, but rather relates to the manner in which the deductible shall be funded for active employees.

The HDHP described above shall be the core insurance plan. For any eligible employee wishing to enroll in a PPO plan, the Board will contribute toward the cost of that plan, an amount equal to the following: the dollar amount contributed by the Board toward the premium of the HDHP for the employee's coverage level (single, two-person or family coverage). Any employee enrolled in the PPO plan shall pay the full difference between the dollar amount contributed by the Board and the full cost of the PPO plan.

#### PPO Plan Design

Office co-pay	\$25.00
Specialist co-pay	\$25.00
High Cost Diagnostic	\$50.00
ER co-pay	\$150.00
UC co-pay	\$75.00
Outpatient co-pay	\$150.00
Inpatient co-pay	\$250.00

Unlimited lifetime maximum

Prescriptions

\$5/\$20/\$35

\$500.00 calendar year maximum

Out of Network

Deductible	\$500.00/\$1,000.00
Co-insurance	20%
Out-of-pocket max	\$1,500.00/\$3,000.00
Unlimited lifetime maximum	

A health reimbursement account ("HRA") will be offered to any Administrator eligible for health insurance who is not eligible for a HSA. The Board's annual contribution toward the HRA shall be equal to the annual contribution toward the HSA (based upon the Administrator's level of insurance (single, single + 1 or family)).

A new employee shall be eligible for coverage under the health and dental insurance plans offered by the Board effective on the first day of the month subsequent to the date that he/she commences work for the Board.

Additionally, an employee shall receive a prorated contribution toward his/her HSA, if the employee: (a) is hired by the Board after the commencement of the applicable plan year; or (b) he/she elects health insurance after the commencement of the plan year due to a change in status.

The prorated amount of the contribution shall be based on the first day that the employee is covered under the plan through June 30<sup>th</sup> of the applicable contract year.